

1 2. Franchise Fees: The annual Franchise Fee is equal to ½ of the lease based on the rental per
2 square-foot for the business located at 1220 South Main Street by the adjoining property owner
3 applied to each square-foot of area within the public right-of-way utilized with this Franchise and a fee
4 for the loss of two (2) public parking spaces, and shall be paid to the City by January 15th of each year
5 this Franchise is in place, or for the first year of this Franchise within thirty (30) days of the passage of
6 the below-mentioned ordinance. On the effective date of this ordinance the amount of ½ of the lease
7 based on the rental per square-foot for the business is One Thousand, Eight Hundred Dollars
8 (\$1,800.00) and the fee for the loss of the public parking spaces is Eight Hundred Dollars (\$800.00)
9 for a total payment of Two Thousand, Six Hundred Dollars (\$2,600.00) per year.

10 3. Term: The term of the Franchise shall initially be from the date of the passage of this
11 ordinance, and the statutory timeframe for the effective date of Franchises, until December 31, 2022,
12 with the understanding that the Franchise shall automatically renew for one (1)-year periods from
13 January 1st to December 31st, unless written notice is given by the Franchisee, within forty-five (45)
14 days of the end of a calendar year of the intent not to renew the Franchise. The City reserves the right
15 to terminate this Franchise at any time and for any reason after providing written notice to the
16 franchisee.

17 4. Limitation: The Franchise shall not run with the land and shall not be automatically assumed
18 by any subsequent purchaser or lessor of the property to be known as SOMA Storefronts, LLC, as
19 identified on the effective date of this ordinance.

20 5. American Disabilities Act: The area developed by the Franchisee and the adjoining property
21 owners of 1220 South Main Street shall comply in all respects with the requirements of the Americans
22 with Disabilities Act for passageways, and shall be subject to approval by the City as to design and
23 materials;

24 6. Utilities: Arkansas One Call (1-800-482-8998) shall be contacted to locate utilities prior to
25 the beginning of any construction or excavation. Any necessary expense involved with utility
26 relocation shall be borne by the franchisee with no recourse against the City or any utility should
27 utility relocation be required for a public purpose.

28 7. Maintenance: The City assumes no maintenance responsibility for the permitted items. The
29 City shall not be responsible for damage to the items by the City or by utility crews, whether public or
30 franchised private crews, while performing normal maintenance work in the public right-of-way or
31 easements. The City assumes no liability for personal injury or property damage as a result of the
32 placement of permitted items and the franchisee shall indemnify and hold the City harmless from
33 actions, claims, costs, damages, and expenses to which the City may be subjected arising out of the

1 placement of permitted items in the public right-of-way.

2 8. Termination: At any time that the Franchise ends, including if the City determines it is
3 necessary to end this franchise for any public purpose, or because of any change in Federal, State,
4 County, or local law, regulations, ordinances, or requirements of any kind, the Franchise shall cease
5 and all improvements shall be removed, and all necessary repairs to the right-of-way made at the
6 expense of the franchisee or the adjacent property owner as quickly as possible after notice, but in no
7 event more than thirty (30) days after such notice unless otherwise expressly agreed to in writing by
8 the City. SOMA Storefronts, LLC, acknowledges that upon notice from the City’s Public Works
9 Director, SOMA Storefronts, LLC, will remove the permitted items from the public right-of-way or
10 easements at its own expense for any public improvement project or if the situation becomes a public
11 nuisance.

12 9. Compliance: The structures permitted by this ordinance shall be constructed, operated, used,
13 and maintained in compliance with City codes, ordinances, and policies, including, without limitation,
14 Building Codes and Utility Relocation Policies, for the life of the Franchise.

15 **Section 3. Severability.** In the event any section, paragraph, item, sentence, clause, phrase, or word
16 of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication
17 shall not affect the remaining portions or the ordinance which shall remain in full force and effect as if the
18 portion so declared or adjudged invalid or unconstitutional was not originally part of the ordinance.

19 **Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
20 the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

21 **PASSED: February 15, 2022**

22 **ATTEST:**

APPROVED:

23
24 _____
25 **Susan Langley, City Clerk**

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24 _____
25 **Frank Scott, Jr., Mayor**

26 **APPROVED AS TO LEGAL FORM:**

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28 _____
29 **Thomas M. Carpenter, City Attorney**

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Exhibit A

FENNELL PURIFOY
ARCHITECTS

MOCKINGBIRD
BAR & TACOS
1220 SOUTH
MAIN STREET

ONE CALL (811) HAS MARKED CAV,
SEWER, AND GAS AS OXAYTAGGED
ON WEST SIDE. DO NOT KNOW
EXACT LOCATION OF WATER LINES
THAT MAY OR MAY NOT RUN
UNDER BIRD BIKING SIDEWALK

MAIN UTILITY (WATER,
ELECTRIC, AND GAS)
ENTRANCES ASSUMED ON
WEST SIDE OF PROPERTY

REMOVAL OF 2
PARKING SPACES

13TH STREET

SOUTH MAIN STREET

① VICINITY MAP
3/64" = 1'-0"
MOCKINGBIRD BAR & TACOS



PLAN NORTH



TRUE NORTH

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